

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN
SARPY COUNTY, CELEBRITY HOMES, INC., AND SANITARY AND
IMPROVEMENT DISTRICT 291 FOR WHITETAIL CREEK

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2012) a County Board of Commissioners shall have the authority to adopt a Zoning Regulation, which shall have the force and effect of law; and,

WHEREAS, the County of Sarpy, Celebrity Homes, Inc., and Sanitary and Improvement District 291, desire to enter into a Subdivision Agreement, a copy of which is attached hereto and marked as Exhibit "A", which governs the development of Whitetail Creek subdivision lots 108-238 and outlots B and C, and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, Celebrity Homes, Inc., and Sanitary and Improvement District 291, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto and marked as Exhibit "A".

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of August, 2013.

Attest



SEAL

James Wane
Sarpy County Board Chairman

Debra Houghaling
County Clerk

RESIDENTIAL SUBDIVISION AGREEMENT
(PUBLIC FINANCING UTILIZED)

This Subdivision Agreement made as of the dates indicated at the signatures below by and between Celebrity Homes, Inc., a Nebraska corporation (hereinafter "Developer"), Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "District"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Whitetail Creek, Lots 108-238 inclusive and Outlots B and C inclusive, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

WHEREAS, Developer has requested County to approve a specific platting of the Development Area; and

WHEREAS, Developer and District wish to connect to the sewer and water system to be constructed by District Number 291 within the Development Area with the sewer system of County; and

WHEREAS, Developer and County wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, the extent to which those contemplated public improvements specially benefit property within the Development Area and property adjacent thereto whose costs shall be specially assessed, and those public improvement costs that are deemed to be of general benefit to the property within the District. and which shall be specially assessed; and

WHEREAS, Celebrity Homes, Inc., a Nebraska Corporation is the assignee of CEDEVCO, Inc., a Nebraska Corporation; and

WHEREAS, CEDEVCO, Inc., District and County have previously entered into a Residential Subdivision Agreement approved by the Sarpy County Board of Commissioners on March 29, 2011 at Resolution No. 2011-096 (hereinafter referred to as the "Original Subdivision Agreement"); and

WHEREAS, Developer, District and County agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION

I.

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The “cost” or “entire cost,” being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney’s fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent’s warrant fees and bond fees, owing or to become owing.
- B. “Property benefited” shall mean the property that is benefited from the public improvements and is situated either (1) within the Development Area or (2) outside of the Development Area, but inside the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by person of such improvement.
- C. “Street intersections” shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- D. “General obligation” shall mean the entire costs that are not specially assessed.
- E. “Development Area” as shown on Exhibit “A” shall not include any future changes in boundaries unless agreed to in advance in writing by County.
- F. “Wastewater” shall include, but not be limited to, wastewater and sewage.
- G. “Wastewater sewer line” shall be deemed to include all wastewater lines and sanitary sewer lines. “Wastewater sewer system” shall be deemed to include all wastewater systems and sanitary sewer systems.
- H. “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.
- I. “Future Phase Development” shall mean the land located within the corporate limits of the District but not within the Development Area, i.e. Lots 239 through 485, inclusive, and Outlot “D”.

SECTION

II.

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk for the benefit of County, duly authorized and executed, binding contracts in full force and effect for the timely and orderly engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Developer, District and County agree that the credit of District shall be used for the construction of the following public improvements within the Development Area:

- A. Grading of street right-of-way;
- B. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); all of said paving to be twenty-five feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County. Final plans and specifications for Subparagraphs B., C., and D., of this Section II. must have the approval of County and shall be submitted to County for review and approval at least thirty (30) days prior to award of contracts.
- C. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Lamp, Rynearson and Associates, a copy of which is attached hereto as Exhibit "B."
- D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A") plans and specifications for said sewer improvements shall be located as shown on the plans and specifications for said storm sewer improvements prepared by Lamp, Rynearson & Associates, Engineers, a copy of which is attached hereto as Exhibit "C."
- E. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Metropolitan Utilities District, a schematic representation of which is attached hereto as Exhibit "D."
- F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Black Hills Energy.
- G. Street lighting for public streets dedicated pursuant to the plat (see Exhibit "A") to be installed by the Omaha Public Power District.

- H. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.
- I. A concrete sidewalk shall be provided on both sides of a paved street within the dedicated street right-of-way, with a minimum width as required by the existing County Zoning and Subdivision Regulations. All aspects of sidewalk construction shall be governed by the existing County Zoning and Subdivision Regulations, any and all applicable resolutions of the Sarpy County Board of Commissioners. Sidewalks shall be installed as shown on the sidewalk plan prepared by Lamp, Rynearson & Associates, Inc., a copy of which is attached hereto as Exhibit "E". All sidewalks shown on Exhibit E shall be maintained by abutting property owner or District. Sidewalks along both sides of all public streets within the Development Area shall be constructed according to the following schedule:
1. For any improved or built upon lot: Abutting sidewalks shall be constructed immediately or as soon as weather permits. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with the sidewalks of any improved or built upon lot.
 2. For any vacant or unimproved lot: When sixty-five percent (65%) of lots on one side of a street have been improved, sidewalks shall be constructed on all vacant lots located on that side of the street with the sixty-five percent (65%) build out.
 3. Sidewalks shall be immediately installed for the following: lots 108, 109, and 110, outlot B and outlot C.
 4. In any event, all sidewalks shall be constructed upon the public streets within three (3) years of the recording of the subdivision plat. Handicap ramps with detectable warning panels shall be constructed at public street intersections concurrently with sidewalk construction.
- J. Landscaping shall be located as shown on the Landscape Exhibit prepared by Lamp, Rynearson & Associates attached hereto as Exhibit F and shall be installed in accordance with the terms of the Original Subdivision Agreement and as follows:
1. All entry sign features shall be landscaped upon the completion of said feature.
 2. Landscaping shown along 192nd Street shall be installed immediately. A certificate of occupancy hold may be placed on those houses requiring landscaping until the required landscaping is complete.
- K. Street signs at all intersections per plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."
- L. Sewer fees paid to the County.

- M. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Grading & Post Construction Stormwater Management Plan, attached hereto as Exhibit G
- N. The Development Area shall be graded as shown on the Grading & Post Construction Stormwater Management Plan prepared by Lamp, Ryneerson & Associates attached hereto as Exhibit H. Further, grading shall be in conformance with the Sarpy County Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.
- O. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.
- P. Paving, widening and associated improvements to Giles Road shall be completed in accordance with the terms and conditions of the Interlocal Cooperation Agreement between the District and the County.

SECTION
III.

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II. hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without prior written approval of County.

SECTION
IV.

Developer and County agree that the entire cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Sections II. and III., above, shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of street intersections, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of seven (7) inches,

and the cost of pavement width in excess of twenty-five (25) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost for curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

- B. One hundred percent (100%) of the entire cost of all sidewalk construction shall be paid either by special assessment against the property benefited within the Development Area, or by Developer or property owner at the time of the development (“development” shall mean issuance of an occupancy permit by County) of individual platted lots. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, if required, may be borne by general obligation of District. All sidewalks shall have a minimum width and minimum spacing from the back of the curb as required by the Sarpy County Zoning and Subdivision Regulations.
- C. One hundred percent (100%) of the entire cost of wastewater sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area, except as follows:
 - 1. One hundred percent (100%) of Sewer fees paid to the County for the sanitary sewer represented on Exhibit “B” attached hereto may be generally obligated.
 - 2. One hundred percent (100%) of the cost of outfall sewer lines and lift stations may be a general obligation of the District.
- D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.
- E. One hundred percent (100%) of the entire cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. Refunds, if any, shall be credited in the manner used for underground power as provided in Section IV (H) thereof. One half of the cost of the water system adjacent to publically owned outlots may be a general obligation of the District. The cost of oversizing water mains in excess of eight inches (8”) may be a general obligation of the District.
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served.
- G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.

- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.
- I. Pursuant to Sarpy County Zoning and Subdivision Regulations, fire hydrants shall be provided by Developer at Developer's cost or by the District and specially assessed against the property within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. The applicable fire chief shall determine the type and specifications for fire hydrants. Outdoor warning sirens shall be installed and located as shown on the Warning and Notification Coverage Plan, attached hereto as Exhibit "I". If the Development Area has coverage from existing outdoor warning sirens, then Exhibit "I" shall show coverage area of said existing sirens. The outdoor warning sirens must be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost of the District.
- J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- K. Silt ponds/basin: The initial construction cost of grading and piping for temporary and/or permanent sediment and erosion control facilities shall be paid for privately by the Developer. Removal of said sediment and erosion control measures may be a general

obligation of the District. All silt ponds/basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall maintain silt pond/basin as described in subparagraph 2 below.

1. Sediment removal shall be paid as follows:
 - a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
 - b. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 - c. Silt pond/basin closure or removal may be a general obligation of the District.
 2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time County determines that the silt pond/basin is a hazard or a nuisance, County will send a notice to the District with a recommendation to either remedy said hazard or nuisance or remove the silt pond/basin. Removal of the silt pond/basin may be recommended even prior to the time when seventy-five percent (75%) of the drainage sub-basin serviced by erosion control measures are fully developed. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with County's recommended action as provided in the notice letter, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and assess any and all costs of said remedy or removal against the District.
 3. Storm sewer associated with post construction storm water management shall be constructed during the grading of the site and initially paid for privately by the Developer. The costs for this work shall be reimbursed to the Developer by the District and this cost may be a general obligation of the District.
- L. Land acquisition costs for park land adjacent to the school, the drainage ways and the land on which the water quality basins are constructed may be a general obligation of the District.
- M. Any charges not specifically approved for general obligation in Paragraphs A. through L. of this Section shall be specially assessed.
- N. Developer and District covenant that there shall be no general obligation without the prior written approval of County.

SECTION V.

District may make certain payments in connection with the extension of water and gas to the boundary of the District with the costs to be defrayed as follows:

- A. Payment to the utility for such extension shall be made only to the extent the utility by policy of practice does not absorb the cost of such extension.
- B. If the extension main is primarily designed and sized to serve the Development Area and no oversizing for service to areas outside the Development Area is involved, then all payments to the utility and related costs shall be one hundred percent (100%) specially assessed. Connection refunds, if any, received for the utility shall be credited in a manner similar to that provided for underground electric service in Subsection IV.H. hereof.
- C. If the extension main is designed and sized to serve properties outside of the Development Area, the cost of the extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main above that size may be borne by general obligation. Refunds from the utility attributable to oversizing cost shall be credited to the Construction Bond Fund of the District. Refunds from connections within the Development Area shall be credited in a manner similar to that for underground electrical service as provided in Subsection IV.H. hereof.
- D. The credit or refunds of the District shall not be used for payment of individual property connection fees for utilities. When credit or refunds of District are used to pay sewer fees to the County, the entire cost thereof shall be specially assessed against the properties served or benefited.

SECTION
VI.

Credits or funds of District may be used to pay for any improvements specified and authorized in the Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of County. District shall not acquire any interest in real property without the prior written approval of County.

SECTION
VII.

- A. The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in such manner and at such place or places designated on plans submitted by District, all as approved in writing by County. Any connection of the wastewater system of the District or some portion thereof, to the wastewater system of the City of Gretna, Nebraska, shall be in compliance with any rules or regulations required by the City of Gretna, Nebraska.

- B. At all times all wastewater from and through said District into County's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.
- C. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County. Said permit shall be obtained on the same terms, conditions, and requirements of County and for the applicable permit fee of County for connection to the wastewater sewer system within the zoning jurisdiction of County. It being expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.
- D. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.
- E. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.
- F. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- G. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.

SECTION

VIII.

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.
- B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.
- C. Prior to commencement of the construction of improvements, said District shall obtain and record permanent easements for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.
- D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
 1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
 2. A plat of the area to be assessed; and
 3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. The amount as paid to the contractor;
 - b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c. A special itemization of all costs of District not itemized in a. or b. above;

- d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and
 - f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.
- G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION
IX.

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter "Watershed Partnership Agreement" as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize the County's right to collect Watershed Fees at the time of the issuance of the building permit. County shall collect said Watershed Fees in accordance with the County's existing Watershed Fee Schedule at the time of the building permit application.

SECTION
X.

It is mutually agreed that District and Developer shall pay a fee to County to cover engineering, legal and other miscellaneous expenses incurred by County in connection with any necessary review of plans and specifications in connection with the construction projects performed by District. Said fee shall be the greater of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. The fee shall be allocated to special assessments and general obligation in the same proportion as costs of the particular construction project and shall be paid within 30 days of the Sarpy County Board of Commissioner's approval of this Agreement.

SECTION
XI.

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the plat attached hereto understood to be the minimum acceptable to County.

SECTION
XII.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer and District shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work, and in no event later than the filing of information to be provided pursuant to Subsection VIII.D. above.

SECTION
XIII.

District and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state or local ordinances.

SECTION
XIV.

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

SECTION

XV.

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

Celebrity Homes, Inc.
Attn: Loren Johnson
14002 L Street
Omaha, NE 68137

For Sanitary and Improvement District:

Sanitary and Improvement District No. 291
c/o Fullenkamp Doyle & Jobeun
11440 West Center Road; Suite C
Omaha, NE 68144

For County:

County Clerk, County of Sarpy
1210 Golden Gate Dr., Box 1250
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.,
Papillion, NE 68046

SECTION
XVI.

This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

SECTION
XVII.

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

SECTION
XVIII.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

SECTION
XIX.

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

SECTION
XX.

Developer and Sanitary and Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

SECTION
XXI.

This Agreement may be recorded at the option of any party hereto at the expense of the recording party.

SECTION
XXII

Developer agrees to be bound by and perform all of the obligations of CEDEVCO, Inc. under the Original Subdivision Agreement found at Resolution No. 2011-096. Nothing contained herein shall be deemed to waive, modify, or abrogate any of the Parties rights or obligations under the Original Subdivision Agreement.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

Executed by Sarpy County this 20th date of August, 2013.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

James Wane
Chairperson, Board of Commissioners



Attest:

Debra J. Houghtaling
Sarpy County Clerk

Approved as to form:

B. Moore
Sarpy County Attorney

Executed by SID 291 this 5th date of August, 2013.

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

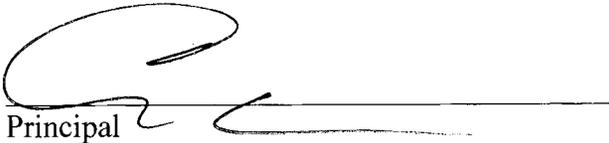
[Signature]
Chairperson, Board of Trustees

Attest:

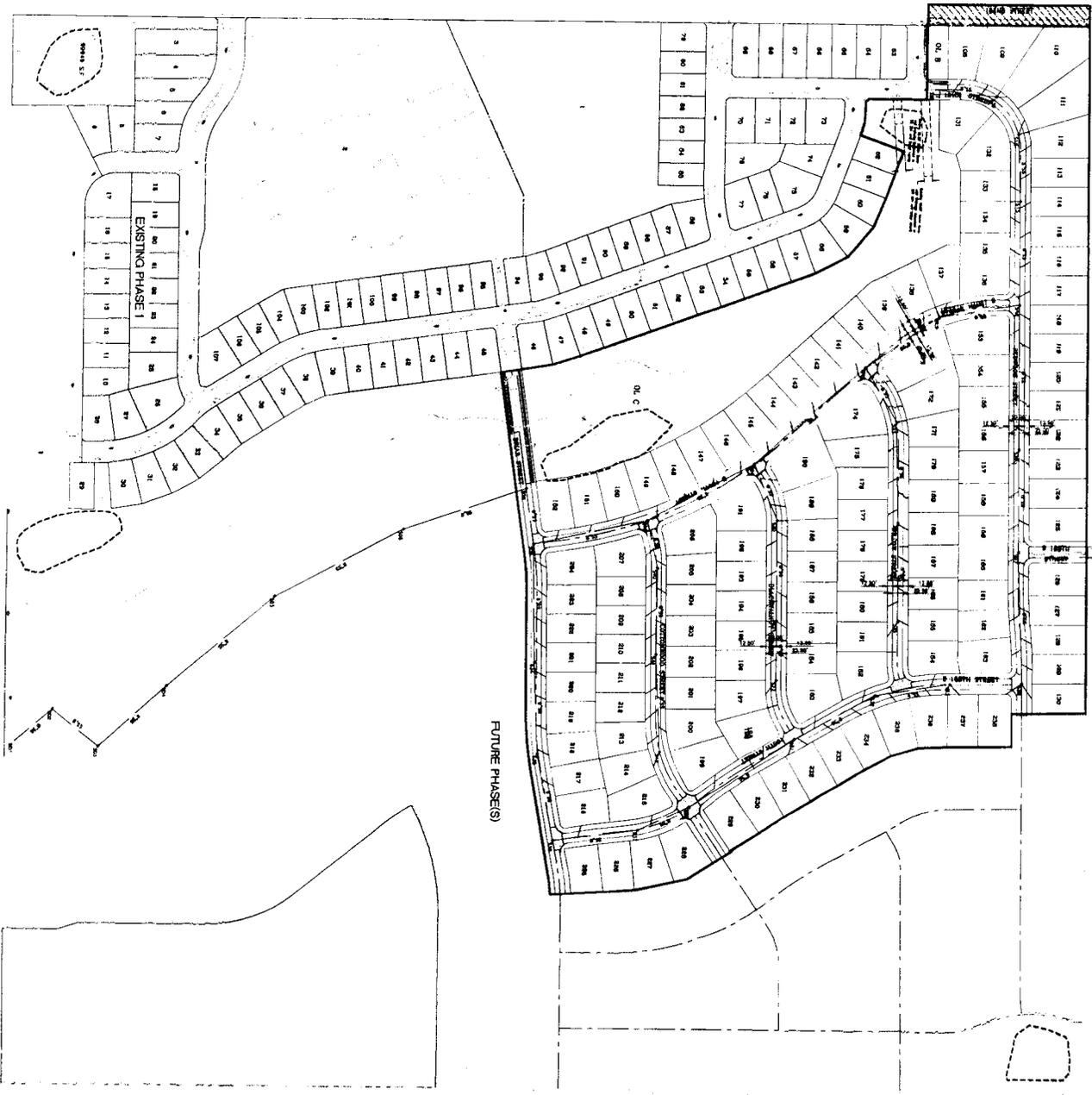
[Signature]
Clerk, Board of Trustees

Executed by Developer this 5TH date of AUGUST, 2013.

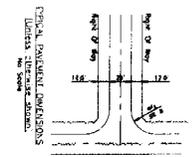
Developer:
Celebrity Homes, Inc.



Principal



Scale: 1" = 40' (AS SHOWN)
 Date: 01/11/2013
 Author: L.R.



- Legend:
- Proposed Sanitary Sewer
- Proposed Sanitary Sewer Service
- Proposed Manhole
- Proposed Structure (see separate sheet for structure details)
- Proposed Structure
- Proposed Storm Line

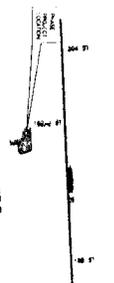


EXHIBIT B

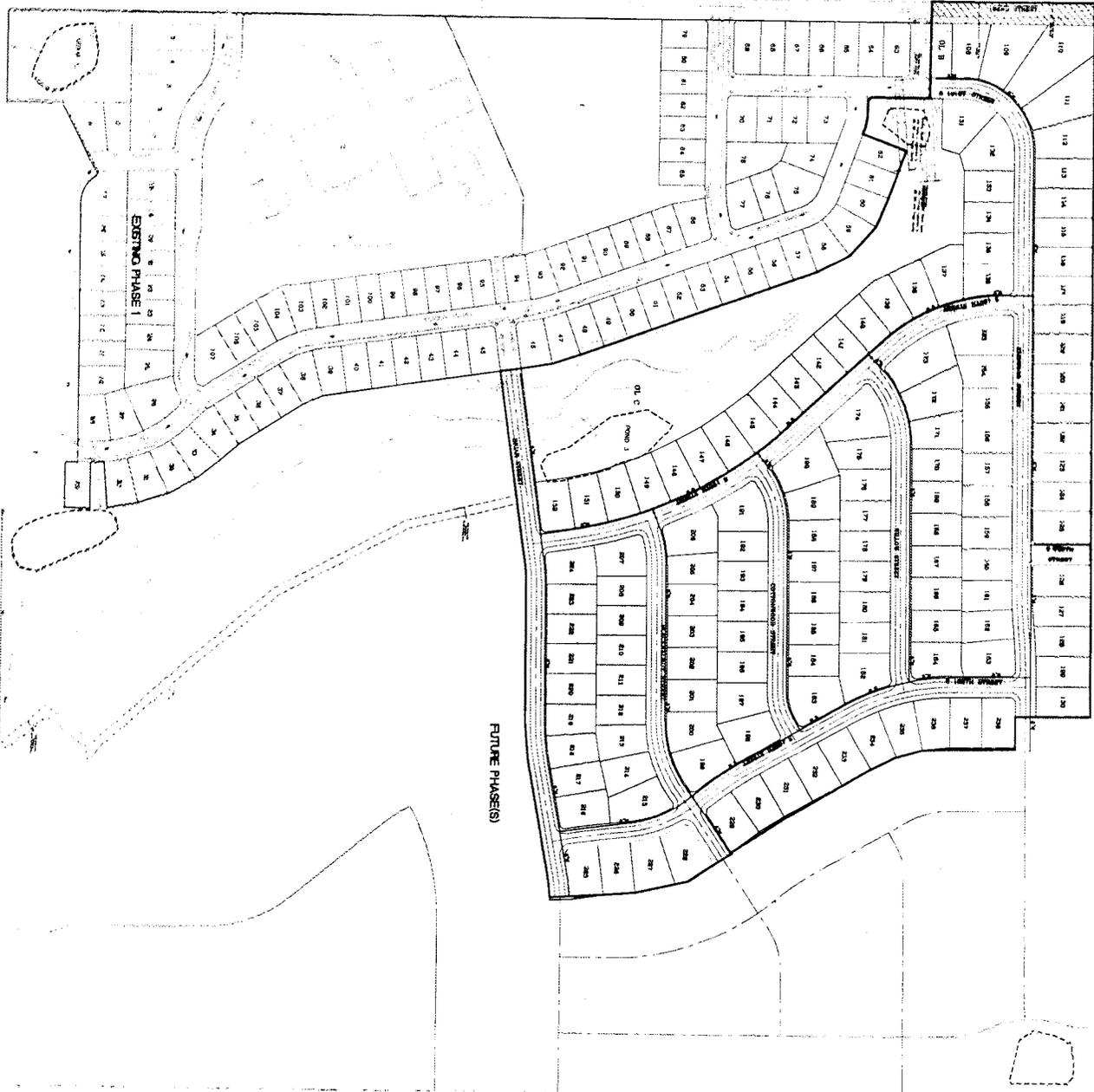
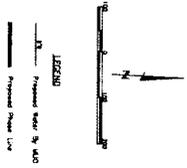


EXHIBIT D

LAMP RYNEARSON
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027
 www.LRA.com



WHITETAIL CREEK, LOTS 106-236
 FINAL PLAT
 WATER

LAMP RYNEARSON 14710 West Dodge Road, Suite 100 402.456.2498 | P
 Omaha, Nebraska 68154-2027 402.456.2730 | F
 www.LRA.com

SANITARY AND IMPROVEMENT DISTRICT NO. 291 (WHITETAIL CREEK)
 SARPY COUNTY, NEBRASKA

DATE	12/15/11
BY	J. RYNEARSON
CHECKED BY	J. RYNEARSON
APPROVED BY	J. RYNEARSON
SCALE	AS SHOWN

PROJECT NO.	11-001
DATE	12/15/11
BY	J. RYNEARSON
CHECKED BY	J. RYNEARSON
APPROVED BY	J. RYNEARSON
SCALE	AS SHOWN

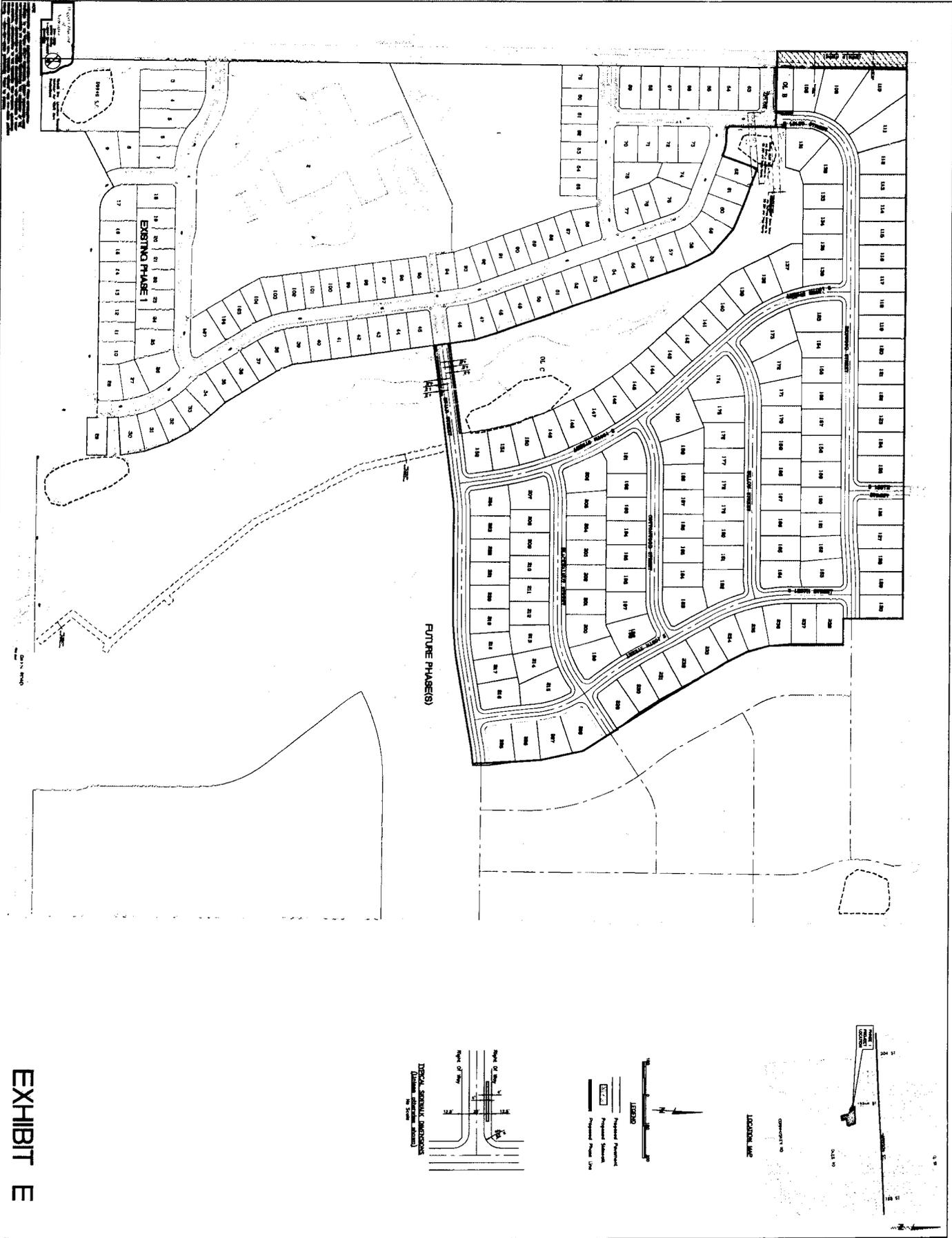


EXHIBIT E

WHITETAIL CREEK, LOTS 106 - 236
FINAL PLAT
SIDEWALKS



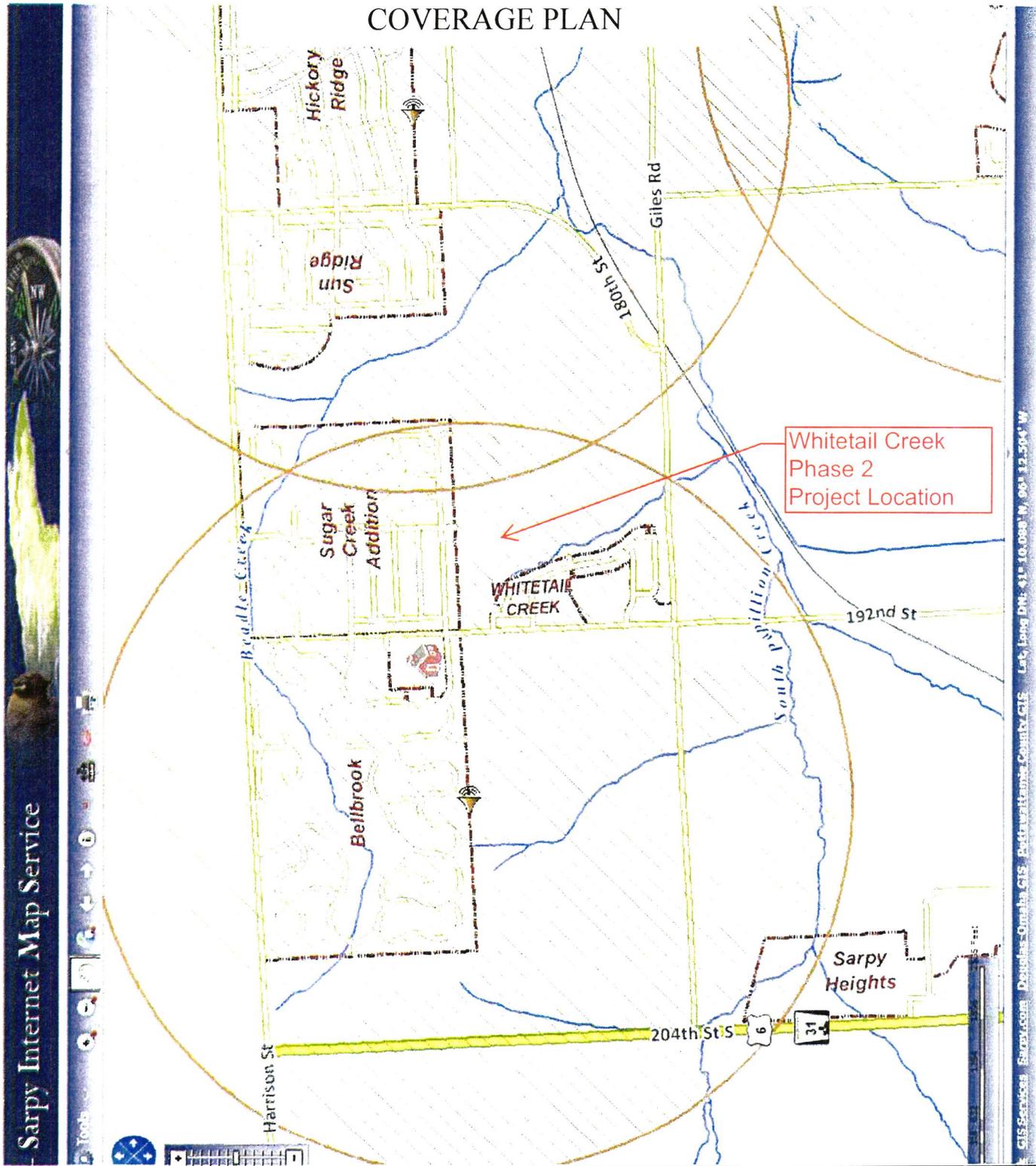
14713 West Dunlap Road, Suite 100 402.496.2490 P
Omaha, Nebraska 68154-2927 402.496.2730 F
www.LRA-INC.com

SANITARY AND IMPROVEMENT DISTRICT NO. 291 (WHITETAIL CREEK)
SARPY COUNTY, NEBRASKA

APPROVED FOR THE DISTRICT	DATE
APPROVED FOR THE COUNTY	DATE
APPROVED FOR THE STATE	DATE

1 of 1

EXHIBIT I WARNING AND NOTIFICATION COVERAGE PLAN



LAMP RYNEARSON
& ASSOCIATES

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
www.LRA-Inc.com

402.496.2498 | P
402.496.2730 | F

drawn by | designed by | reviewed by | project - task number | date | book and page | revisions